

# Exhibit 12



October 11, 2005

**VIA FACSIMILE AND OVERNIGHT COURIER**

Mellon Investor Services LLC  
Overpeck Centre  
85 Challenger Road  
Ridgefield Park, New Jersey 07660  
Attention: Michael Battista

Stephan Oppenheimer  
c/o JP Morgan Partners  
1221 Avenue of the Americas, 39th Floor  
New York, NY 10020

James D. Houghton  
c/o Megunticook Management  
143 Newbury Street, 6<sup>th</sup> Floor  
Boston, MA 02116

Kevin O'Hare  
48 Steeplechase Drive  
Doylestown, PA 18901

Dear Sirs:

Reference is made to (a) that certain Agreement and Plan of Merger, dated as of March 21, 2005 (the "Merger Agreement"), by and among CTC Communications Group, Inc., a Delaware corporation ("Acquirer"), CTC Communications Acquisition Corp., a Delaware corporation and wholly-owned subsidiary of Acquirer ("Merger Sub") and Lightship Holding, Inc., a Delaware corporation, and (b) that certain Escrow Agreement, dated as May 20, 2005 (the "Escrow Agreement"), by and among, Acquirer, the members of the Stockholder Representative Committee signatories thereto (collectively, the "Representatives"), and Mellon Investor Services LLC, a New Jersey limited liability company (the "Escrow Agent"). Terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Escrow Agreement.

This letter shall constitute a Claim Notice pursuant to Section 8(d) of the Merger Agreement and a Notice of Claim pursuant to Section 2(c) and Section 4 of the Escrow Agreement given by Acquirer on behalf of itself and Merger Sub.

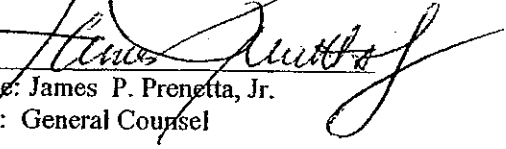
Acquirer has incurred or paid or, in good faith, reasonably believes that it will have to incur or pay, Losses (as defined in the Merger Agreement) in an aggregate amount equal to \$3,315,415.90 arising from the Claims described herein. Attached hereto as Exhibit A is a

description of the basis for such Losses as well as supporting data for such claims. Acquirer certifies that such allegation of Losses is bona fide and in good faith.

This Claim Notice and Notice of Claim is submitted without prejudice to any of the rights and remedies of Acquirer and Merger Sub under the Merger Agreement, the Escrow Agreement any other Transaction Document (as defined in the Merger Agreement) or applicable law. Without limiting the foregoing, Acquirer and Merger Sub hereby reserve all of their rights and remedies with respect to the Funds and the Escrowed Property, including, without limitation, the right to recover from the Escrow Account, the aggregate amount of Losses claimed hereunder.

Very truly yours,

  
CTC COMMUNICATIONS GROUP, INC.

By:   
Name: James P. Prenetta, Jr.  
Title: General Counsel

cc:

Mellon Investor Services LLC  
Overpeck Centre  
85 Challenger Road  
Ridgefield Park, New Jersey 07660  
Attention: Legal Department

Kleinbard, Bell & Brecker LLP  
1900 Market Street, Suite 700  
Philadelphia, Pennsylvania 19103  
Attention: Ralph J. Mauro, Esq.

**Exhibit A**

Claim in the amount of \$2,288,725.00 (including interest and penalties on such amount) associated with the Company's failure to appropriately report revenue and pay applicable Federal fees to the Universal Service Administration.

Claim in the amount of \$25,534.00 for income taxes due for 2004.

Claim in the amount of \$500,000.00 associated with the Company's failure to pay Nortel for certain licenses associated with its DMS100 switches.

Claim in the amount of \$2,156.91 associated with a default judgment entered against the Company due to its failure to defend a preference claim in the case of In Re Future Resources Corporation, Debtor, C Richard McQueen, Trustee for Future Energy Resources Corporation, Plaintiff v. Lightship Telecom, LLC.

Claim in the amount of \$26,000.00 associated with remedial action required to be taken by Acquirer due to the Company's failure to appropriately update the LERG with number blocks.

Claim in the amount of \$276,000.00 associated with the failure of the Company to pay power costs at the Worcester, MA facility.

Claim in the amount of \$197,000.00 relating to various unpaid regulatory fees.





October 31, 2005

**VIA OVERNIGHT COURIER**

Mellon Investor Services LLC  
Newport Office Center VII  
480 Washington Blvd.  
Jersey City, New Jersey 07310  
Attention: Michael Battista

Stephan Oppenheimer  
c/o JP Morgan Partners  
1221 Avenue of the Americas, 39th Floor  
New York, NY 10020

James D. Houghton  
c/o Megunticook Management  
143 Newbury Street, 6<sup>th</sup> Floor  
Boston, MA 02116

Kevin O'Hare  
64 Springs Drive  
Doylestown, PA 18901

Dear Sirs:

Reference is made to (a) that certain Agreement and Plan of Merger, dated as of March 21, 2005 (the "Merger Agreement"), by and among CTC Communications Group, Inc., a Delaware corporation ("Acquirer"), CTC Communications Acquisition Corp., a Delaware corporation and wholly-owned subsidiary of Acquirer ("Merger Sub") and Lightship Holding, Inc., a Delaware corporation (the "Company"), (b) that certain Escrow Agreement, dated as May 20, 2005 (the "Escrow Agreement"), by and among, Acquirer, the members of the Stockholder Representative Committee signatories thereto (collectively, the "Representatives"), and Mellon Investor Services LLC, a New Jersey limited liability company (the "Escrow Agent"), (c) Acquirer's October 11, 2005 letter (the "Claim Letter") to the Representatives and the Escrow Agent, and (d) the letter, dated October 21, 2005, to Acquirer and the Escrow Agent from Stephan Oppenheimer, on behalf of the Representatives, requesting additional information regarding the Claim Letter (the "Oppenheimer Letter"). Terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Escrow Agreement.

At the outset, we wish to state for the record that we strongly disagree with your assertions that the Claim Letter is deficient. The Claim Letter is in no way deficient, but rather complied in all respects with the terms of the Merger Agreement and the Escrow

Agreement and constituted a valid and effective Claim Notice pursuant to Section 8(d) of the Merger Agreement and a valid and effective Notice of Claim pursuant to Section 2(c) and Section 4 of the Escrow Agreement. On the other hand, the Oppenheimer Letter, which is nothing more than a thinly veiled attempt to stall resolution of the relevant Claims without even the slightest attempt to address the issues raised in the Claim Letter, clearly does not satisfy the requirements of the Merger Agreement and the Escrow Agreement in order to constitute a valid Objection.

Notwithstanding the foregoing, in the interests of expediting the process and reaching a prompt resolution of the relevant matters, Acquirer is hereby providing, in Exhibit A hereto, the information requested in the Oppenheimer Letter. Acquirer also certifies that the allegation of Losses set forth in the Claim Letter and Exhibit A hereto is bona fide and in good faith.

This letter is submitted without prejudice to any of the rights and remedies of Acquirer and Merger Sub under the Merger Agreement, the Escrow Agreement or any other Transaction Document (as defined in the Merger Agreement) or applicable law. Without limiting the foregoing, Acquirer and Merger Sub hereby expressly reserve all of their rights and remedies with respect to the Funds and the Escrowed Property, including, without limitation, the right to recover from the Escrow Account the aggregate amount of Losses claimed hereunder and under the Claim Letter. Moreover, nothing in this letter or Exhibit A shall constitute (a) an admission or suggestion that the Claim Letter did not constitute a valid and effective Claim Notice under the Merger Agreement or Notice of Claim under the Escrow Agreement or (b) a waiver of any rights or remedies of Acquirer or Merger Sub relating to, or arising from, the failure of the Representatives to deliver a valid Objection in a timely and proper manner, as required by the Merger Agreement and the Escrow Agreement, all of which are expressly reserved.

For your information, please note that Mellon Investor Services LLC has moved its offices to: Newport Office Center VII, 480 Washington Blvd., Jersey City, New Jersey 07310, facsimile no. (201) 680-4774. Accordingly, unless the Escrow Agent notifies the other parties to the contrary, all notices, instructions, directions, requests and other communications to the Escrow Agent should be sent to that address.

Very truly yours,

CTC COMMUNICATIONS GROUP, INC.

By: 

Name: James P. Prenetta, Jr.

Title: General Counsel

cc: Mellon Investor Services LLC  
Newport Office Center VII  
480 Washington Blvd.  
Jersey City, New Jersey 07310  
Attention: Legal Department

Kleinbard, Bell & Brecker LLP  
1900 Market Street, Suite 700  
Philadelphia, Pennsylvania 19103  
Attention: Ralph J. Mauro, Esq.



**EXHIBIT A**

Claim for Losses in the aggregate amount of \$2,288,725.00 (including interest and penalties on such amount) associated with the Company's failure to report appropriately revenue and pay applicable Federal fees and associated Federal and state taxes in breach of Holding's representations and warranties set forth in Section 4(e)(i), 4(e)(iii), Section 4(h), Section 4(i), Section 4(j)(i) and Section 4(j)(iii) of the Merger Agreement. Acquirer and Merger Sub are entitled to indemnification with respect to such Losses pursuant to Section 8(b) of the Merger Agreement. Certain of such Losses have been incurred but not yet paid by Acquirer and/or Merger Sub and certain other Losses have not yet been incurred or paid by Acquirer or Merger Sub but Acquirer reasonably believes that it will incur and have to pay such Losses.

Claim for Losses in the amount of \$25,534.00 for income taxes due for 2004 in breach of Holding's representations and warranties set forth in Section 4(h), Section 4(i) and Section 4(j) of the Merger Agreement. Acquirer and Merger Sub are entitled to indemnification with respect to such Losses pursuant to Section 8(b) of the Merger Agreement. Certain of such Losses have been incurred but not yet paid by Acquirer and/or Merger Sub and certain other Losses have not yet been incurred or paid by Acquirer or Merger Sub but Acquirer reasonably believes that it will incur and have to pay such Losses.

Claim for Losses in the amount of \$500,000.00 associated with the Company's failure to pay Nortel for certain licenses associated with its DMS100 switches in breach of Holding's representations and warranties set forth in Section 4(f), Section 4(h) and Section 4(k) of the Merger Agreement. Acquirer and Merger Sub are entitled to indemnification with respect to such Losses pursuant to Section 8(b) of the Merger Agreement. Certain of such Losses have been incurred but not yet paid by Acquirer and/or Merger Sub and certain other Losses have not yet been incurred or paid by Acquirer or Merger Sub but Acquirer reasonably believes that it will incur and have to pay such Losses.

Claim for Losses in the amount of \$2,156.91 associated with a default judgment entered against the Company due to its failure to defend a preference claim in the case of In Re Future Resources Corporation, Debtor, C Richard McQueen, Trustee for Future Energy Resources Corporation, Plaintiff v. Lightship Telecom, LLC, in breach of Holding's representations and warranties set forth in Section 4(l) of the Merger Agreement. Acquirer and Merger Sub are entitled to indemnification with respect to such Losses pursuant to Section 8(b) of the Merger Agreement. Certain of such Losses have been incurred but not yet paid by Acquirer and/or Merger Sub and certain other Losses have not yet been incurred or paid by Acquirer or Merger Sub but Acquirer reasonably believes that it will incur and have to pay such Losses.

Claim for Losses in the amount of \$23,000.00 associated with remedial action required to be taken by Acquirer and Merger Sub due to the Company's failure to update the LERG appropriately with number blocks in breach of Holding's representations and warranties set forth in Section 4(e)(iii), and Section 4(i) of the Merger Agreement. Acquirer and Merger Sub are entitled to indemnification with respect to such Losses pursuant to Section 8(b) of the Merger Agreement. Certain of such Losses have been incurred but not yet paid by Acquirer and/or

Merger Sub and certain other Losses have not yet been incurred or paid by Acquirer or Merger Sub but Acquirer reasonably believes that it will incur and have to pay such Losses.

Claim for Losses in the amount of \$204,572.43 associated with the failure of the Company to pay power costs at the Worcester, MA facility in breach of Holding's representations and warranties set forth in Section 4(h) and/or Section 4(k) of the Merger Agreement. Acquirer and Merger Sub are entitled to indemnification with respect to such Losses pursuant to Section 8(b) of the Merger Agreement. Certain of such Losses have been incurred but not yet paid by Acquirer and/or Merger Sub and certain other Losses have not yet been incurred or paid by Acquirer or Merger Sub but Acquirer reasonably believes that it will incur and have to pay such Losses. Supplemental information relating to such Losses is attached hereto as Exhibit A-1.

Claim for Losses in the amount of \$198,000 relating to unpaid regulatory fees in various states in breach of Holding's representations and warranties set forth in Section 4(e)(iii), Section 4(h), Section 4(i) and Section 4(j) of the Merger Agreement. Acquirer and Merger Sub are entitled to indemnification with respect to such Losses pursuant to Section 8(b) of the Merger Agreement. Certain of such Losses have been incurred but not yet paid by Acquirer and/or Merger Sub and certain other Losses have not yet been incurred or paid by Acquirer or Merger Sub but Acquirer reasonably believes that it will incur and have to pay such Losses.

**Exhibit A-1**

**nationalgrid**

October 24, 2005

LIGHTSHIP TELECOM  
1 Executive Park Dr  
Bedford, NH 03110

RE: 4 05 19114-12555-00  
44 Front St  
Worcester, MA 01608

Dear Customer:

The results of a recent investigation indicate

X unmetered electric usage

has resulted in a loss of revenue to National Grid. We have processed a bill for the period of 05/03/00 to 04/04/05. You will receive a bill enclosed.

If you wish to discuss this bill or make arrangements for a payment plan, please contact Customer Service at 1-800-322-3223 available Monday-Friday, 7:00am-7:00pm; Saturday, 7:00am-5:00pm or, for your convenience, visit us at [www.nationalgrid.com](http://www.nationalgrid.com).

Sincerely,

National Grid  
Customer Service

JUNEA0  
10/24/05 14:46

OCT 05

Account Number  
19114 12555 00

nationalgrid

Pay This Amount

\$204572.43

Amount Enclosed

\$

|||||

#BWNFKKP \*\*C034  
#1911412555002#  
LIGHTSHIP TELECOM  
1 EXECUTIVE PARK DR  
BEDFORD NH 03110-6913

405191141255500 0020457243

C 07  
2 LO NON REG

nationalgrid

## To Reach Us

Customer Service: 1-800-322-3223

Credit Department: 1-866-395-0315

E-mail: CustomerService@us.ngrid.com

Website: www.nationalgrid.com

SERVICE ADDRESS LOAD ZONE WCHASS  
44 FRONT ST WORCESTER MA405191141255500  
LIGH, CY. 07

Pay This Amount

\$204572.43

Account Number

19114 12555 00

Bill Date

OCT 19 2005

NEXT METER  
READING DATE

NOVEMBER 03

MONTH TOTAL  
KWHO 05 2119073  
S 38550  
A 34350  
J 107800  
JBILLED DEMAND  
LAST 12 MTHSMIN  
MAX 121.0  
AVG 45.3

## SERVICE PERIOD

OCT 07 TO OCT 08 2005 1 DAYS

## TYPE OF METER READING

CANCELLED OR ADJUSTED

## METER

NUMBER RATE  
038769961 6-2

## METER READING

PRESENT PREVIOUS  
1498 1498

## METER

CONST  
50

## KWH

USAGE  
2082723

## ACTUAL

DEMAND  
.0 KW

## \*\*\*SAME COMMITMENT, NEW NAME\*\*\*

MASSACHUSETTS ELECTRIC HAS A NEW LOGO AND A NEW NAME: NATIONAL GRID.  
WHAT HASN'T CHANGED? OUR COMMITMENT TO DELIVERING ELECTRICITY  
SAFELY, RELIABLY AND EFFICIENTLY AND TO PROVIDING CUSTOMER SERVICE  
INCLUDING 24-HOUR EMERGENCY RESPONSE.NEW BASIC SERVICE PRICING WILL TAKE EFFECT ON NOV 1, 2005. NEW RATES  
WILL BE POSTED ON WWW.NATIONALGRIDUS.COM/BUSBASIC AND WILL ALSO BE  
AVAILABLE ON OUR AUTOMATED BASIC SERVICE LINE: 1-888-466-3433.NATIONAL GRID HAS ENERGY EFFICIENCY PROGRAMS AND INFORMATION THAT  
CAN HELP YOU MANAGE YOUR ELECTRICITY BILLS-WWW.NATIONALGRID.COM.

Make check payable to: National Grid

OCT 05

Account Number

19114 12555 00

nationalgrid

Pay This Amount

PAGE: 2

Amount Enclosed

\$

|||||

#BWNFKKP \*\*C034  
 #1911412555002#  
 LIGHTSHIP TELECOM  
 1 EXECUTIVE PARK DR  
 BEDFORD NH 03110-6913

405191141255500 0020457243

C 07  
 2 LO NON REG

nationalgrid

## To Reach Us

Customer Service: 1-800-322-3223  
 Credit Department: 1-866-395-0315  
 E-mail: CustomerService@us.ngrid.com  
 Website: www.nationalgrid.com

Pay This Amount SERVICE ADDRESS LOAD ZONE WCHASS  
 44 FRONT ST WORCESTER MA

405191141255500  
 LI6H, CY. 07

\$204572.43

Account Number

19114 12555 00

Bill Date

OCT 19 2005

NEXT METER  
READING DATE

NOVEMBER 03

MONTH	TOTAL KWH
O 05	2119073
S	38550
A	34350
J	107800
J	

BILLED DEMAND  
LAST 12 MTHS

MIN	
MAX	121.0
AVG	45.3

## DELIVERY SERVICES:

## DISTRIBUTION CHG

DEMAND  
ENERGY

56.62645 X 60.5 KW = 21575.90  
 .00130 X 2082723 KWH= 2714.08

24289.98

## TRANSITION CHG

DEMAND  
ENERGY

55.45157 X 60.5 KW = 3354.82  
 .00607 X 2082723 KWH= 12651.25

16006.07

## TRANSMISSION CHG

BASIC SERVICE ADJ

ENERGY CONSERVATION

RENEWABLE ENERGY CHG

TOTAL DELIVERY SERVICES

.00656 X 2082723 KWH=  
 .00806 X 2082723 KWH=  
 .00259 X 2082723 KWH=  
 .00075 X 2082723 KWH=

13659.38

119.28

5389.41

1568.85

61032.97

## SUPPLIER SERVICES:

## GENERATION CHARGE

BASIC SERVICE-VARIABLE

TOTAL COST OF ELECTRICITY

.06257 X 2082723 KWH=

130322.48

130322.48

MASS SALES TAX

9216.88

TOTAL CURRENT BALANCE

\$ 200572.33

ACCOUNT BALANCE

\$ 204572.43

Make check payable to: National Grid





November 21, 2005

**VIA OVERNIGHT COURIER**

Mellon Investor Services LLC  
Newport Office Center VII  
480 Washington Blvd.  
Jersey City, New Jersey 07310  
Attention: Michael Battista

Stephan Oppenheimer  
c/o JP Morgan Partners  
1221 Avenue of the Americas, 39th Floor  
New York, NY 10020

James D. Houghton  
c/o Megunticook Management  
143 Newbury Street, 6<sup>th</sup> Floor  
Boston, MA 02116

Kevin O'Hare  
64 Springs Drive  
Doylestown, PA 18901

Dear Sirs:

Reference is made to (a) that certain Agreement and Plan of Merger, dated as of March 21, 2005 (the "Merger Agreement"), by and among CTC Communications Group, Inc., a Delaware corporation ("Acquirer"), CTC Communications Acquisition Corp., a Delaware corporation and wholly-owned subsidiary of Acquirer ("Merger Sub") and Lightship Holding, Inc., a Delaware corporation (the "Company"), (b) that certain Escrow Agreement, dated as of May 20, 2005 (the "Escrow Agreement"), by and among Acquirer, the members of the Stockholder Representative Committee signatories thereto (collectively, the "Stockholder Representatives") as representatives of the former stockholders of the Company (the "Holding Stockholders"), and Mellon Investor Services LLC, a New Jersey limited liability company (the "Escrow Agent"), (c) Acquirer's October 11, 2005 and October 31, 2005 letters to the Stockholder Representatives and the Escrow Agent (collectively, the "Claim Letters"), and (d) Stephan Oppenheimer's October 21, 2005 and November 14, 2005 letters to Acquirer and the Escrow Agent on behalf of the Stockholder Representatives (collectively, the "Stockholder Representative Letters"). Terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Escrow Agreement.

Despite Acquirer's continued disagreement with the matters and allegations set forth in the Stockholder Representative Letters, Acquirer and Merger Sub are prepared to allow the Stockholder



Representatives reasonable access to Nicholas Zeitvogel, Eleanor Knott and/or Jeffrey Koester, at Acquirer's office in Waltham, Massachusetts, in order to expedite the resolution of the Claims described in the Claim Letters. In connection therewith, please provide Acquirer with at least five (5) alternative dates when the Stockholder Representatives would be available to meet with these individuals, and the name(s) of the Stockholder Representatives and/or their representatives, if any, who will participate in the meeting. Acquirer will then notify the Stockholder Representatives which date best suits the schedules of everyone concerned.

We note that the Stockholder Representative Letters acknowledge, among other things, the indemnification obligation of the Holding Stockholders with respect to Acquirer's Claim for Losses in the amount of \$204,572.43 associated with the Company's failure to pay power costs at its Worcester, Massachusetts facility (the "Worcester Claim"). The Stockholder Representative Letters state, however, that the Worcester Claim constitutes a Third Party Action (as defined in the Merger Agreement), a position with which we disagree. The language of Section 8(e) of the Merger Agreement makes it quite clear that the provisions regarding Third Party Actions become operative only after the service of a citation, summons or other manner of process. Thus, the Stockholder Representatives do not have the right to take control of the defense and investigation of the Worcester Claim, at this time. As you can imagine, this matter is of the utmost importance to Acquirer and Merger Sub, given that their businesses could easily suffer extensive and irreparable damage if the electric service to the Worcester facility were to be interrupted, even for a brief period. In the spirit of cooperation, however, the Acquirer is prepared to allow the Stockholder Representatives to take control of the defense and investigation of the Worcester Claim on the terms and conditions set forth in Section 8(e) of the Merger Agreement, except (i) neither the Stockholder Representatives nor their counsel shall compromise or settle the Worcester Claim without the prior written consent of Acquirer, and (ii) the Stockholder Representatives shall promptly pay all amounts (and take all actions) necessary or requested by Acquirer to ensure the continuous supply of electricity to the Company's Worcester facility, it being agreed that if the Stockholder Representatives shall fail to promptly pay any such amount (or take any such action) as necessary or so requested, Acquirer or its affiliates may pay such amounts (or take such action), and any costs, expenses and amounts paid by any of them in doing so shall be deemed to be Losses for which the Holding Stockholders shall have indemnification obligations under Section 8 of the Merger Agreement. In all other respects, Section 8(e) of the Merger Agreement shall apply to the Worcester Claim. Unless we hear differently from you, we will assume that this is acceptable to the Stockholder Representative Committee.

This letter is submitted without prejudice to any of the rights and remedies of Acquirer and Merger Sub under the Merger Agreement, the Escrow Agreement or any other Transaction Document (as defined in the Merger Agreement) or applicable law. Without limiting the foregoing, Acquirer and Merger Sub hereby expressly reserve all of their rights and remedies with respect to the Funds and the Escrowed Property, including, without limitation, the right to recover from the Escrow Account the aggregate amount of Losses claimed under the Claim Letters. Moreover, nothing in the Claim Letters or the Exhibits thereto or this letter (including, without limitation, the Stockholder Representatives' access to Messrs. Zeitvogel and Koester and/or Ms. Knott contemplated hereby) shall constitute (a) an admission or suggestion that either or both of the Claim Letters did not constitute a valid and effective Claim Notice under the Merger Agreement or Notice of Claim under the Escrow Agreement, (b) a waiver of any rights or remedies of Acquirer or Merger Sub relating to, or arising from, any failure of the Stockholder Representatives to deliver a valid Objection in a timely and proper manner, as required by the Merger Agreement and the Escrow Agreement, or (c) an admission as to any of the matters or allegations contained in the Stockholder Representative Letters, all of which are expressly reserved.



Very truly yours,

CTC COMMUNICATIONS GROUP, INC.

By: 

Name: James P. Prenetta, Jr.

Title: Vice President and General Counsel

cc: Mellon Investor Services LLC  
Newport Office Center VII  
480 Washington Blvd.  
Jersey City, New Jersey 07310  
Attention: Legal Department

Kleinbard, Bell & Brecker LLP  
1900 Market Street, Suite 700  
Philadelphia, Pennsylvania 19103  
Attention: Ralph J. Mauro, Esq.





December 12, 2005

**VIA OVERNIGHT COURIER**

Mellon Investor Services LLC  
Newport Office Center VII  
480 Washington Blvd.  
Jersey City, New Jersey 07310  
Attention: Michael Battista

Stephan Oppenheimer  
c/o JP Morgan Partners  
1221 Avenue of the Americas, 39th Floor  
New York, NY 10020

James D. Houghton  
c/o Megunticook Management  
143 Newbury Street, 6<sup>th</sup> Floor  
Boston, MA 02116

Kevin O'Hare  
64 Springs Drive  
Doylestown, PA 18901

Dear Sirs:

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As mentioned in the Claim Letter, dated as of November 21, 2005, Acquirer and Merger Sub are prepared to allow the Stockholder Representatives reasonable access to Nicholas Zeitvogel, Eleanor Knott and/or Jeffrey Koester, at Acquirer's office in Waltham, Massachusetts, in order to expedite the resolution of the Claims described in the Claim Letters. Unfortunately, both of the Stockholder Representatives' requested dates, December 12, 2005 and December 16, 2005, are inconvenient and problematic, as Acquirer and its personnel have important prior commitments on such dates which can not be rescheduled. Acquirer suggests that the meeting be scheduled for the beginning of January, 2006. To help expedite the process, the individuals in question would be available to meet with the Stockholders Representatives on any of the following dates: January 5, 6, 9 or 10, 2006.

This letter is submitted without prejudice to any of the rights and remedies of Acquirer and Merger Sub under the Merger Agreement, the Escrow Agreement or any other Transaction Document (as defined in the Merger Agreement) or applicable law. Without limiting the foregoing, Acquirer and Merger Sub hereby expressly reserve all of their rights and remedies with respect to the Funds and the Escrowed Property, including, without limitation, the right to recover from the Escrow Account the aggregate amount of Losses claimed under the Claim Letters. Moreover, nothing in the Claim Letters or the Exhibits thereto or this letter (including, without limitation, the Stockholder Representatives' access to Messrs. Zeitvogel and Koester and/or Ms. Knott contemplated hereby) shall constitute (a) an admission or suggestion that either or both of the Claim Letters did not constitute a valid and effective Claim Notice under the Merger Agreement or Notice of Claim under the Escrow Agreement, (b) a waiver of any rights or remedies of Acquirer or Merger Sub relating to, or arising from, any failure of the Stockholder Representatives to deliver a valid Objection in a timely and proper manner, as required by the Merger Agreement and the Escrow Agreement, or (c) an admission as to any of the matters or allegations contained in the Stockholder Representative Letters, all of which are expressly reserved.

Very truly yours,

**CTC COMMUNICATIONS GROUP, INC.**

By: 

Name: James P. Prenetta, Jr.

Title: Vice President and General Counsel

cc: Mellon Investor Services LLC  
Newport Office Center VII  
480 Washington Blvd.  
Jersey City, New Jersey 07310  
Attention: Legal Department

Kleinbard, Bell & Brecker LLP  
1900 Market Street, Suite 700  
Philadelphia, Pennsylvania 19103  
Attention: Ralph J. Mauro, Esq.